

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE SUBURBAN TEAMSTERS)	
OF NORTHERN ILLINOIS WELFARE AND)	
PENSION FUNDS,)	
)	
Plaintiffs,)	
)	Case No.:
v.)	
)	Judge
)	
CTM TRUCKING, INC.)	Magistrate Judge
an Illinois corporation)	
JUAN CURIEL, Individually,)	
)	
Defendants.)	

COMPLAINT

Plaintiffs, TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS ("Funds"), by their attorneys, John J. Toomey, of Arnold and Kadjan, LLP complain against Defendant, CTM TRUCKING, INC., an Illinois corporation, as follows:

JURISDICTION AND VENUE

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended, upon Section 301 of the Labor Management Relations Act, 29 U.S.C. Section 185 and upon this Court's supplemental jurisdiction under 28 U.S.C, Section 1367.

(b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Funds as described in Paragraph 2, are administered.

PARTIES

2. (a) Plaintiffs are the TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS ("Funds") and have standing to sue pursuant to 29 U.S.C. 1132(a)(3).

(b) The SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS have been established pursuant to trust agreements and are funded through employer contributions required by collective bargaining agreements previously entered into between the International Brotherhood of Teamsters and its affiliated locals ("the Union") and Employers;

(c) The Funds are maintained and administered in this judicial district in accordance with and pursuant to the provisions of ERISA the National Labor Relations Act, as amended, and other applicable state and federal laws, and also pursuant to the terms and provisions of the Agreements and Declarations of Trust which establish the Funds.

3. (a) CTM TRUCKING, INC., an Illinois corporation from April 6, 2023 through the present, employs employees represented by the Union and is bound to make contributions for weeks worked by all employees and upon subcontractors who perform work which would otherwise be performed by its employees.

(b) CTM TRUCKING, INC., maintains its principal place of business at Oswego, Illinois.

(c) CTM TRUCKING, INC., is an employer engaged in an industry affecting commerce.

4. Effective April 6, 2023 CTM TRUCKING, INC., entered into an Area Wide Material Hauling Agreement with Teamsters 673, as confirmed with the Local, which bound it to the terms stated in the Area Wide Material Hauling Agreements that are effective for the period from July 1, 2015 through May 31, 2023 and as extended through the present, which requires contributions to the Funds pursuant to 29 U.S.C. 1145 (Exhibit A). CTM TRUCKING, INC., has not sent a notice of termination.

COUNT I

CTM TRUCKING, INC., an Illinois corporation
April 1, 2023 through June 30, 2024 Audit Period

5. Pursuant to the collective bargaining agreements between CTM TRUCKING, INC., and the Union, CTM TRUCKING, INC., failed and continues to fail to make its obligated contributions to the Fund for the period April 1, 2023 through June 30, 2024 as disclosed in a records review on September 28, 2023, June 18, 2024 and July 23, 2024 (Exhibit B).

6. The audit review disclosed \$22,062.25 due the Welfare Fund and \$18,873.69 due the Pension Fund for a total of \$40,935.94.

7. On July 24, 2024 the corporation entered into an installment note with the Suburban Teamsters of Northern Illinois Pension Fund for the principal amount of \$18,873.69 due under the audit. After payments pursuant to the installment note there remains a total balance including interest remaining of \$13,837.22 for the payment of delinquent benefit contributions (Exhibit C).

8. On July 24, 2024 the corporation entered into an installment note with the Suburban Teamsters of Northern Illinois Welfare Fund for the principal amount of \$22,062.25 due under the audit. After payments pursuant to the installment note there remains a total balance including interest remaining of \$16,343.72 for the payment of delinquent benefit contributions (Exhibit D).

9. The notes acknowledge on their face that they are written agreements and constitute instruments in writing upon which contributions are due pursuant to 29 U.S.C. 1145.

10. Notices of Default and Opportunity to Cure (Exhibit E) was extended but the installment notes remain in default.

WHEREFORE, Plaintiff, prays for judgment against the Defendant, CTM TRUCKING, INC., an Illinois corporation, as follows:

A. The Court enter judgment in favor of the Plaintiff Pension Fund and against CTM TRUCKING, INC., an Illinois corporation, in the amount of 13,837.22, the remaining amount due under the audit and the accelerated outstanding balance due on the Pension installment note (Exhibit C).

B. The Court enter judgment in favor of the Plaintiff Welfare Fund and against CTM TRUCKING, INC., an Illinois corporation, in the amount of \$16,343.72, the remaining amount due under the audit and the accelerated outstanding balance due on the Welfare installment note (Exhibit D).

C. The Court grant the Funds all relief permitted under 29 U.S.C. 1132(g)(2) including liquidated damages, interest and reasonable attorneys' fees and cost of collection.

D. The Court, pursuant to the terms of the notes, grant the Funds the principal amount of the pension and welfare notes plus interest and all reasonable costs of collection, including reasonable attorneys' fees.

E. The Court grant the Plaintiff Funds injunctive relief to prevent disbursement of assets or payment of other creditors prior to payment of current delinquent and note payments.

COUNT II

JUAN CURIEL, Individually
April 1, 2023 through June 30, 2024 Audit Period

1. This Count arises from a common nucleus of operative fact with Count I and is pendent thereto. This Court has supplemental jurisdiction pursuant to 28 U.S.C. Section 1367.

2-10. Plaintiff restates and realleges Paragraphs 2-10 of the Parties section and of Count I as Paragraphs 2-10 of Count II as if fully set forth herein.

11. JUAN CURIEL signed the Pension promissory note, described in Paragraph 7 of Count I, individually in his personal capacity, as an additional maker on the note (Exhibit C).

JUAN CURIEL is an adult, suffers from no mental infirmities and is literate.

13. JUAN CURIEL signed the Welfare promissory note described in Paragraph 8 of Count I, individually in his personal capacity, as an additional maker on the note (Exhibit D).

JUAN CURIEL is an adult, suffers from no mental infirmities and is literate.

14. The Defendant corporation lacks the present ability to pay its fringe benefit debt and demand has been made for payment.

16. The remaining balance due the Pension Fund on the note is \$13,837.22 plus interest and attorneys' fees and cost of collection as provided in the terms of the note.

17. The remaining balance due the Welfare Fund on the note is \$16,343.72 plus interest and attorneys' fees and cost of collection as provided in the terms of the note.

18. JUAN CURIEL, Individually as co-maker and guarantor on the notes is personally liable for the debt.

WHEREFORE, Plaintiff prays for judgment against JUAN CURIEL, Individually as follows:

A. The Court enter judgment in favor of the Plaintiff Pension Fund and against JUAN CURIEL, in the amount of \$13,937.22 the accelerated outstanding balance due on the Pension installment note (Exhibit C).

B. The Court enter judgment in favor of the Plaintiff Welfare Fund and against JUAN CURIEL, in the amount of \$17,343.72 the accelerated outstanding balance due on the Welfare installment note (Exhibit D).

C. That the Court pursuant to the terms of the promissory notes grant the Plaintiff Funds the principal amount of the note plus interest and all reasonable costs of collection including reasonable attorneys' fees.

D. That the Court grant such other relief as is appropriate under the circumstances.

COUNT III

CTM TRUCKING, INC., an Illinois corporation **July 1, 2024 – January 31, 2025 Audit Period**

1-4. Plaintiff restates and realleges Paragraphs 1-4 of the Jurisdiction section, the Parties section and Count I as Paragraphs 1-4 of Count III as if fully set forth herein.

5. Pursuant to the collective bargaining agreements between CTM TRUCKING, INC., and the Union, CTM TRUCKING, INC., failed and continues to fail to make its obligated contributions to the Fund for the period July 1, 2024 through January 31, 2025 as disclosed in a records review on February 21, 2025 (Exhibit F).

6. The audit review disclosed \$15,760.75 due the Welfare Fund and \$13,811.66 due the Pension Fund for a total of \$29,572.41.

WHEREFORE, Plaintiffs pray:

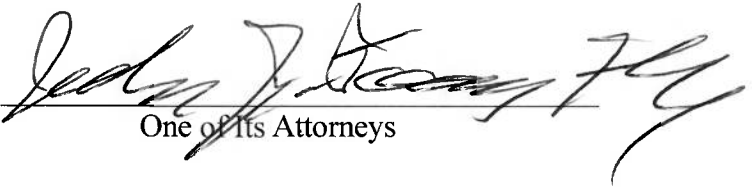
A. The Court enter judgment in favor of the Plaintiff Pension Fund and against CTM TRUCKING, INC., an Illinois corporation, in the amount of \$13,811.66, the total amount due under the audit (Exhibit F).

B. The Court enter judgment in favor of the Plaintiff Welfare Fund and against CTM TRUCKING, INC., an Illinois corporation, in the amount of \$15,750.75, the total amount due under the audit (Exhibit F).

C. That this court award the plaintiffs their attorneys' fees, costs, interest, and liquidated damages pursuant to 29 U.S.C. 1132(g)(2) and as required by the relevant collective bargaining agreements and trust agreements creating the Welfare and Pension Funds.

D. That the Court grant such further relief as it deems just and proper.

TRUSTEES OF THE SUBURBAN TEAMSTERS
OF NORTHERN ILLINOIS WELFARE AND
PENSION FUNDS

By: 
One of its Attorneys

John J. Toomey
ARNOLD AND KADJAN, LLP
35 E. Wacker Drive, Suite 600
Chicago, Illinois 60601
(312) 236-0415

EXHIBIT A



THE
AREA WIDE MATERIAL HAULING AGREEMENT

BETWEEN
TEAMSTERS LOCAL 673

AND

CTM TRUCKING

EFFECTIVE JUNE 1, 2015 THROUGH MAY 31, 2023

THE TERMS AND CONDITIONS OF SAID TRAINING FUND.

ARTICLE 39
DURATION AND TERMINATION

39.1 THIS AGREEMENT SHALL BECOME EFFECTIVE ON JUNE 1, 2015 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL AND INCLUDING MAY 31, 2023. AFTER MAY 31, 2023, THIS AGREEMENT SHALL BE RENEWED AUTOMATICALLY FOR PERIODS OF ONE (1) YEAR UNLESS EITHER THE EMPLOYER OR THE UNION GIVES WRITTEN NOTICE TO THE OTHER OF A DESIRE TO MODIFY, AMEND OR TERMINATE SAME AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH PERIOD.

THE COMPANY AND THE UNION AGREE TO MEET FOR NEGOTIATIONS OF DRUG LANGUAGE, TO BE ATTACHED TO THIS AGREEMENT.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
6th DAY OF April, 2023.

FOR THE EMPLOYER:

g. cit
SIGNATURE
Owner
TITLE
4911 Grape Vine Trail
ADDRESS
Oswego, IL 60543
(509) 380-2467
PHONE #

FOR THE UNION:

Timothy L. Custer
TIMOTHY L. CUSTER
SECRETARY-TREASURER &
PRINCIPAL OFFICER
TEAMSTERS LOCAL 673
1050 W. ROOSEVELT RD.
WEST CHICAGO, IL 60185
630) 231-6660

THE
AREA WIDE MATERIAL HAULING AGREEMENT
BETWEEN

TEAMSTERS LOCAL 673

&

CTM Trucking

EFFECTIVE JUNE 1, 2023 THROUGH MAY 31, 2027



IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
5th DAY OF July, 2023.

FOR THE EMPLOYER:

[Signature]
SIGNATURE
owner
TITLE
491 Grape Vine Trail
ADDRESS
Oswego, IL 60543
(509) 380-2467
PHONE #

FOR THE UNION:

[Signature]
TIMOTHY L. CUSTER
SECRETARY-TREASURER &
PRINCIPAL OFFICER
TEAMSTERS LOCAL 673
1050 W. ROOSEVELT RD.
WEST CHICAGO, IL 60185
630) 231-6660

EXHIBIT B

Page 1 of 1

Employer Name: GTM Trucking
Address: 491 Grape Vine Tr / Oswego IL 60543

ER# 5556
LOCAL: 673

Phone: (509) 380 2467
Contact: Juan Curiel

Revision #: 07/23/2024
Revision #1: 06/18/2024
Review Date: 09/28/2023

Period Covered: April 1, 2023 to June 30, 2024

Error Codes:

A) Contribution reports with no payment received

Name	Soc Sec No	Work Month	Error Code	Welfare Weeks/Hrs	Pension Weeks	Weekly/Hrly Welfare Rate	Weekly Pension Rate	Amount Due Welfare	Amount Due Pension	Employer Number
Juan Curiel		Apr-23	A	3.00	3.00	\$ 429.00	\$ 377.00	\$ 1,287.00	\$ 1,131.00	5556
Juan Curiel		May-23	A	4.00	4.00	\$ 429.00	\$ 377.00	\$ 1,716.00	\$ 1,508.00	5556
Juan Curiel		Jun-23	A	4.00	4.00	\$ 449.00	\$ 393.00	\$ 1,796.00	\$ 1,572.00	5556
Juan Curiel		Jul-23	A	5.00	4.75	\$ 449.00	\$ 393.00	\$ 2,245.00	\$ 1,866.75	5556
Juan Curiel		Aug-23	A	4.00	3.75	\$ 449.00	\$ 393.00	\$ 1,796.00	\$ 1,473.75	5556
Juan Curiel		Sep-23	A	5.00	5.00	\$ 449.00	\$ 393.00	\$ 2,245.00	\$ 1,965.00	5556
Juan Curiel		Oct-23	A	4.00	4.00	\$ 449.00	\$ 393.00	\$ 1,796.00	\$ 1,572.00	5556
Juan Curiel		Nov-23	A	4.00	3.50	\$ 449.00	\$ 393.00	\$ 1,796.00	\$ 1,375.50	5556
Juan Curiel		Dec-23	A	2.00	2.00	\$ 449.00	\$ 393.00	\$ 898.00	\$ 786.00	5556
Juan Curiel		May-24	A	4.00	4.00	\$ 449.00	\$ 393.00	\$ 1,796.00	\$ 1,572.00	5556
Juan Curiel		Jun-24	A	4.00	4.00	\$ 469.00	\$ 411.00	\$ 1,876.00	\$ 1,644.00	5556
Total UNPAID Contributions:								\$ 19,247.00	\$ 16,466.00	

Liquidated Damages 10% UNPAID Contributions (over 1 mo. Late): \$ 1,924.70 \$ 1,646.60

Late Payment Interest .5% per mo. on UNPAID Contributions:

Work Month	Amount Due Welfare	% Int	Int Due Welfare	Amount Due Pension	% Int	Int Due Pension
Apr-23	\$ 1,287.00	7.50%	\$ 96.53	\$ 1,131.00	7.50%	\$ 84.83
May-23	\$ 1,716.00	7.00%	\$ 120.12	\$ 1,508.00	7.00%	\$ 105.56
Jun-23	\$ 1,796.00	6.50%	\$ 116.74	\$ 1,572.00	6.50%	\$ 102.18
Jul-23	\$ 2,245.00	6.00%	\$ 134.70	\$ 1,866.75	6.00%	\$ 112.01
Aug-23	\$ 1,796.00	5.50%	\$ 98.78	\$ 1,473.75	5.50%	\$ 81.06
Sep-23	\$ 2,245.00	5.00%	\$ 112.25	\$ 1,965.00	5.00%	\$ 98.25
Oct-23	\$ 1,796.00	4.50%	\$ 80.82	\$ 1,572.00	4.50%	\$ 70.74
Nov-23	\$ 1,796.00	4.00%	\$ 71.84	\$ 1,375.50	4.00%	\$ 55.02
Dec-23	\$ 898.00	3.50%	\$ 31.43	\$ 786.00	3.50%	\$ 27.51
May-24	\$ 1,796.00	1.00%	\$ 17.96	\$ 1,572.00	1.00%	\$ 15.72
Jun-24	\$ 1,876.00	0.5%	\$ 9.38	\$ 1,644.00	0.5%	\$ 8.22

Total Late Payment Interest Unpaid Contributions: \$ 890.55 \$ 761.09

Total Due Unpaid Contributions + Liq. Damages + Late Interest: \$ 22,062.25 \$ 18,873.69

Paid Contributions Discrepancies
None

WELFARE PENSION

Paid Contributions Interest and Liquidated Damages
None

WELFARE PENSION

Total Late Due on Paid Contributions: \$ - \$ -

TOTAL AMOUNT DUE ER # 5556 \$ 22,062.25 \$ 18,873.69

EXHIBIT C

PENSION INSTALLMENT NOTE

July 24, 2024

For Value Received, the undersigned promises to pay to the order of SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS PENSION FUND the principal sum of Eighteen Thousand Eight Hundred Seventy Three Dollars and 69/100 (\$18,873.69) Dollars.

Employer shall make a down payment of \$4,718.42 on August 15, 2024.

Employer shall pay on September 15, 2024, the sum of Eight Hundred Twenty Four Dollars and 29/100 (\$824.29); and on the 15th day of each month thereafter for 16 consecutive months the sum of Eight Hundred Twenty Four Dollars and 29/100 (\$824.29) and a final payment of Eight Hundred Twenty Four Dollars and 29/100 (\$824.29) on February 15, 2026.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after default/maturity at the rate of 18 per cent per annum. Payments of both principal and interest shall be made at ARNOLD AND KADJAN, LLP, 35 E. WACKER DRIVE, SUITE 600, CHICAGO, IL 60601 or such other place as the legal holder hereof may from time to time in writing appoint.

EMPLOYER IS TO REMAIN CURRENT IN ITS FUND CONTRIBUTIONS DURING THE TERM OF THIS NOTE. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

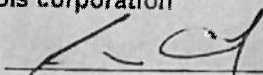
The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, accelerate the remaining debt, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be unpaid thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

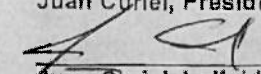
If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

For the audit period April 1, 2023
through June 30, 2024

CTM TRUCKING, INC.,
an Illinois corporation

By: 
Juan Curiel, President

By: 
Juan Curiel, Individually

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145.

EXHIBIT D

WELFARE INSTALLMENT NOTE

July 24, 2024

For Value Received, the undersigned promises to pay to the order of SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE FUND the principal sum of Twenty Two Thousand Sixty Two Dollars and 25/100 (\$22,062.25) Dollars

Employer shall make a down payment of \$5,515.56 on August 15, 2024.

Employer shall pay on September 15, 2024, the sum of Nine Hundred Sixty Three Dollars and 54/100 (\$963.54); and on the 15th day of each month thereafter for 16 consecutive months the sum of Nine Hundred Sixty Three Dollars and 54/100 (\$963.54) and a final payment of Nine Hundred Sixty Three Dollars and 54/100 (\$963.54) on February 15, 2026.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after default/maturity at the rate of 18 per cent per annum. Payments of both principal and interest shall be made at ARNOLD AND KADJAN, LLP, 35 E. WACKER DRIVE, SUITE 600, CHICAGO, IL 60601 or such other place as the legal holder hereof may from time to time in writing appoint.

EMPLOYER IS TO REMAIN CURRENT IN ITS FUND CONTRIBUTIONS DURING THE TERM OF THIS NOTE Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, accelerate the remaining debt, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be unpaid thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

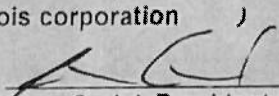
If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

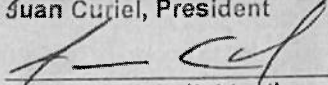
For the audit period April 1, 2023
through June 30, 2024

CTM TRUCKING, INC.,
an Illinois corporation

By:


Juan Curiel, President

By:


Juan Curiel, Individually

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145.

EXHIBIT E

LAW OFFICES
ARNOLD AND KADJAN, LLP

JOHN J. TOOMEY
DONALD D. SCHWARTZ
STEVEN F. McDOWELL
PAUL M. EGAN

35 EAST WACKER DRIVE
SUITE 600
CHICAGO IL
60601-2106

TELEPHONE (312) 236-0415
FAX (312) 341-0438
EMAIL: arnoldandkadjanllp@aol.com

JAMES R. ANDERSON
BRIAN C. JAMES
GRANT R. PIECHOCINSKI

HUGH B. ARNOLD (1981-2020)
DANIEL N. KADJAN (1961-1993)

September 19, 2024

By email ctmtinc125@gmail.com
and Regular Mail
Mr. Juan Curiel, President
CTM Trucking, Inc.
491 Grape Vine Trail
Oswego, Illinois 60543

NOTICE OF DEFAULT/OPPORTUNITY TO CURE

Re: Delinquent Suburban Teamsters Pension and Welfare Installment Notes
\$1,718.42 down payment to the Suburban Teamsters Pension Fund
\$5,515.56 down payment to the Suburban Teamsters Welfare Fund
\$824.29 – September 15, 2024 Pension Installment Payment
\$963.54 – September 15, 2024 Welfare Installment Payment
\$9,021.81 – Total Due

Dear Mr. Curiel:

Pursuant to the executed Pension and Welfare installment notes received July 31, 2024:


1. **\$4,718.42 was due on August 15, 2024 to be made payable to the Suburban Teamsters Pension Fund. On September 11, 2024 a check in the amount of \$3,000 made payable to the Suburban Teamsters Pension Fund has been applied to the downpayment due the Suburban Teamsters Pension Fund, leaving a balance of \$1,718.42.**
2. **\$5,515.56 was due on August 15, 2024 to be made payable to the Suburban Teamsters Welfare Fund. The total amount is past due.**
3. **In addition, the following installment note payments were due September 15, 2024:
\$824.29 made payable to the Suburban Teamsters Pension Fund
\$963.54 made payable to the Suburban Teamsters Welfare Fund
which have not been received.**

I have been directed to file a 29 U.S.C. 1145 ERISA collection action to collect these delinquencies and to recover attorneys' fees, costs, interest, and 20% liquidated damages under 29 U.S.C. 1132(g)(2) for the suit.

Please call upon receipt of this letter to advise when payment in full will be received. Absent your cooperation in resolving the matter by September 30, 2024 litigation to collect the debt will ensue.

Yours truly,

ARNOLD AND KADJAN, LLP

By: 
John J. Foomey

JJT:cc

Enclosure

cc: Suburban Teamsters

LAW OFFICES

ARNOLD AND KADJAN, LLP

JOHN J. TOOMEY
DONALD D. SCHWARTZ
STEVEN F. McDOWELL
PAUL M. EGAN

35 EAST WACKER DRIVE
SUITE 600
CHICAGO IL
60601-2106



TELEPHONE (312) 236-0415
FAX (312) 341-0438
EMAIL: arnoldandkadjanllp@aol.com

JAMES R. ANDERSON
GRANT R. PIECHOCINSKI

HUGH B. ARNOLD (1961-2020)
DANIEL N. KADJAN (1961-1993)

October 16, 2024

By email ctmtinc125@gmail.com
and Regular Mail
Mr. Juan Curiel, President
CTM Trucking, Inc.
491 Grape Vine Trail
Oswego, Illinois 60543

NOTICE OF DEFAULT/OPPORTUNITY TO CURE

Re: Delinquent Suburban Teamsters Pension and Welfare Installment Notes
September 15, 2024 and October 15, 2024 Installment Note Payments

Dear Mr. Curiel:

Your September 15, 2024 and October 15, 2024 installment note payments of \$824.29 Pension and \$963.54 Welfare under the Settlement Agreement are due and have not been received. The balance due on your Pension installment note is \$14,155.27 and the remaining balance due the Welfare Fund installment note is \$16,546.69.

Suit will be initiated for breach of the note Settlement Agreements to collect the entire balance due on the accelerated note(s) unless the default is cured within five business days. All payments should be made payable to the Suburban Teamsters of Northern Illinois Funds and forwarded to the Suburban Teamsters of Northern Illinois, 1171 Commerce Drive, Unit 1, West Chicago, Illinois 60185.

Yours truly,

ARNOLD AND KADJAN

By:

John J. Toomey

JJT:cc

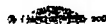
cc: Suburban Teamsters

LAW OFFICES

ARNOLD AND KADJAN, LLP

JOHN J. TOOMEY
DONALD D. SCHWARTZ
STEVEN F. McDOWELL
PAUL M. EGAN

35 EAST WACKER DRIVE
SUITE 600
CHICAGO IL
60601-2106



TELEPHONE (312) 236-0415
FAX (312) 341-0438
EMAIL: amoldandkadjanllp@aol.com
HUGH B. ARNOLD (1961-2020)
DANIEL N. KADJAN (1961-1993)

JAMES R. ANDERSON
GRANT R. PIECHOCINSKI

November 1, 2024

By email ctmtinc125@gmail.com
and Regular Mail
Mr. Juan Curiel, President
CTM Trucking, Inc.
491 Grape Vine Trail
Oswego, Illinois 60543

NOTICE OF DEFAULT/OPPORTUNITY TO CURE

Re: Delinquent Suburban Teamsters Pension and Welfare Installment Notes
September 15, 2024 and October 15, 2024 Installment Note Payments

Delinquent Suburban Teamsters Pension and Welfare Monthly Contributions
July, 2024 through September, 2024

Dear Mr. Curiel:

Your **September 15, 2024 and October 15, 2024** installment note payments of \$824.29 Pension and \$963.54 Welfare under the Settlement Agreement are due and have not been received. The balance due on your Pension installment note is \$14,155.27 and the remaining balance due the Welfare Fund installment note is \$16,546.69.

The Funds advise that CTM Trucking, Inc. has not made **July, 2024 through September, 2024** monthly welfare and pension contributions. As you know, one of the terms of the Welfare and Pension installment notes require that CTM Trucking, Inc. remain current on their monthly contributions throughout the period of the installment note program.

Please forward your July, August and September, 2024 contributions along with payment to me within the next 5 days.

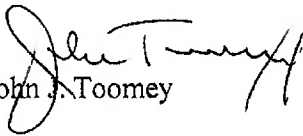
Suit will be initiated for breach of the note Settlement Agreements to collect the entire balance due on the accelerated note(s) unless the default is cured within five business days. All payments should be made payable to the Suburban Teamsters of Northern Illinois Funds and forwarded to my attention at Arnold and Kadjan, LLP, 35 E. Wacker Drive, Suite 600, Chicago, Illinois 60601.

Please contact me upon receipt of this letter to discuss this matter.

Yours truly,

ARNOLD AND KADJIAN

By:


John J. Toomey

JJT:cc

cc: Suburban Teamsters

LAW OFFICES

ARNOLD AND KADJAN, LLP

JOHN J. TOOMEY
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JAMES R. ANDERSON
GRANT R. PIECHOCINSKI

HUGH B. ARNOLD (1961-2020)

DANIEL N. KADJAN (1961-1993)

February 3, 2025

By email ctmtinc125@gmail.com
and Regular Mail
Mr. Juan Curiel, President
CTM Trucking, Inc.
491 Grape Vine Trail
Oswego, Illinois 60543

FINAL NOTICE OF DEFAULT/OPPORTUNITY TO CURE

Re: Delinquent Suburban Teamsters Pension Installment Note
October 15, 2024 through January 15, 2025 Installment Note Payments

Delinquent Suburban Teamsters Welfare Installment Note
October 15, 2024 through January 15, 2025 Installment Note Payments

Delinquent Suburban Teamsters Pension and Welfare Monthly Contributions
July, 2024 through January, 2025

Dear Mr. Curiel:

Your **October 15, 2024 through January 15, 2025** installment note payments of \$824.29 Pension and \$963.54 Welfare under the Settlement Agreement are due and have not been received. The balance due on your Pension installment note is \$13,837.22 and the remaining balance due the Welfare Fund installment note is \$16,343.72.

The Funds advise that CTM Trucking, Inc. has not made **July, 2024 through January, 2025** monthly welfare and pension contributions. As you know, one of the terms of the Welfare and Pension installment notes require that CTM Trucking, Inc. remain current on their monthly contributions throughout the period of the installment note program.

Please forward your July, 2024 through January, 2025 contribution reports along with payment to me within the next 5 days.

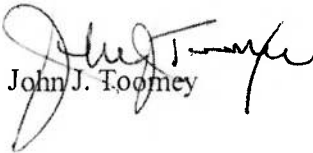
Suit will be initiated for breach of the note Settlement Agreements to collect the entire balance due on the accelerated note(s) unless the default is cured within five business days. All payments should be made payable to the Suburban Teamsters of Northern Illinois Funds and forwarded to my attention at Arnold and Kadjan, LLP, 35 E. Wacker Drive, Suite 600, Chicago, Illinois 60601.

Please contact me upon receipt of this letter to discuss this matter.

Yours truly,

ARNOLD AND KADJAN

By:


John J. Toomey

JJT:cc

cc: Suburban Teamsters

EXHIBIT F

EMPLOYER NAME: CTM TRUCKING
ADDRESS: 491 GRAPE VINE TR / OSWEGO, IL 60543

ER# 5556
LOCAL: 673

Phone: (509) 380 2467
Contact: Juan Curiel

Review Date: 02/21/2025

Period Covered: July 1, 2024 through January 31, 2025

Error Codes:

A) Assumed full weeks

Name	Soc Sec No	Work Month	Error Code	Welfare Weeks/Hrs	Pension Weeks	Weekly/Hrly Welfare Rate	Weekly Pension Rate	Amount Due Welfare	Amount Due Pension	Employer Number
Juan	Curiel XXX-XX-XXXX	Jul-24	A	4.00	4.00	\$ 469.00	\$ 411.00	\$ 1,876.00	\$ 1,644.00	5556
Juan	Curiel XXX-XX-XXXX	Aug-24	A	5.00	5.00	\$ 469.00	\$ 411.00	\$ 2,345.00	\$ 2,055.00	5556
Juan	Curiel XXX-XX-XXXX	Sep-24	A	4.00	4.00	\$ 469.00	\$ 411.00	\$ 1,876.00	\$ 1,644.00	5556
Juan	Curiel XXX-XX-XXXX	Oct-24	A	4.00	4.00	\$ 469.00	\$ 411.00	\$ 1,876.00	\$ 1,644.00	5556
Juan	Curiel XXX-XX-XXXX	Nov-24	A	5.00	5.00	\$ 469.00	\$ 411.00	\$ 2,345.00	\$ 2,055.00	5556
Juan	Curiel XXX-XX-XXXX	Dec-24	A	4.00	4.00	\$ 469.00	\$ 411.00	\$ 1,876.00	\$ 1,644.00	5556
Juan	Curiel XXX-XX-XXXX	Jan-25	A	4.00	4.00	\$ 469.00	\$ 411.00	\$ 1,876.00	\$ 1,644.00	5556
Total UNPAID Contributions:								\$ 14,070.00	\$ 12,330.00	

Liquidated Damages 10% UNPAID Contributions (over 1 mo. Late): \$ 1,407.00 \$ 1,233.00

Late Payment Interest .5% per mo. on UNPAID Contributions:

Work Month	Amount Due Welfare	% Int.	Int. Due Welfare	Amount Due Pension	% Int.	Int. Due Pension
Jul-24	\$ 1,876.00	3.50%	\$ 65.66	\$ 1,644.00	3.50%	\$ 57.54
Aug-24	\$ 2,345.00	3.00%	\$ 70.35	\$ 2,055.00	3.00%	\$ 61.65
Sep-24	\$ 1,876.00	2.50%	\$ 46.90	\$ 1,644.00	2.50%	\$ 41.10
Oct-24	\$ 1,876.00	2.00%	\$ 37.52	\$ 1,644.00	2.00%	\$ 32.88
Nov-24	\$ 2,345.00	1.50%	\$ 35.18	\$ 2,055.00	1.50%	\$ 30.83
Dec-24	\$ 1,876.00	1.00%	\$ 18.76	\$ 1,644.00	1.00%	\$ 16.44
Jan-25	\$ 1,876.00	0.50%	\$ 9.38	\$ 1,644.00	0.50%	\$ 8.22

Total Late Payment Interest Unpaid Contributions: \$ 283.75 \$ 248.66

Total Due Unpaid Contributions + Liq. Damages + Late Interest: \$ 15,760.75 \$ 13,811.66

Paid Contributions Discrepancies
None

WELFARE PENSION
\$ - \$ -

Paid Contributions Interest and Liquidated Damages
None

WELFARE PENSION
\$ - \$ -

Total Late Due on Paid Contributions: \$ - \$ -

TOTAL AMOUNT DUE ER # 5556 \$ 15,760.75 \$ 13,811.66